

**WORK PERFORMANCE AGEEMENT
UGOVOR O IZVOĐENJU RADOVA**

NO. ZT1103-JG-XSTL-202201

Zaključen dana 10.08.2022.g. u Novom
Sadu između ugovornih strana:

Closed on August 10, 2022. in Novi Sad
between the contracting parties:

1. CHINA CIVIL ENGINEERING
CONSTRUCTION CORPORATION
BALKAN OGRANAK BEOGRAD
(skraćeni naziv: CCECC Balkan) iz
Beograda-Zemun, ul. Batajnički drum 3,
deo 6a, m.br. 29507031, PIB: 109874997,
koga zastupa strani državljanin filijale
CHEN, Zhongzheng, broj pasoša:
PE2146197 iz NR Kine (u daljem tekstu:
Naručilac)

i

2. NOVI TRADING NS DOO Zmajevo,
Maršala Tita bb, m.br. 08725152, PIB:
100715874, koga zastupa Marko Hristić,
direktor (u daljem tekstu: Izvođač)

1. CHINA CIVIL ENGINEERING
CONSTRUCTION CORPORATION
BALKAN BRANCH BELGRADE
(abbreviated name: CCECC Balkan) from
Belgrade-Zemun, ul. Batajnički road 3, part
6a, m.no. 29507031, TIN: 109874997,
represented by a foreign citizen of the CHEN
branch, Zhongzheng, passport number:
PE2146197 from the People's Republic of
China (hereinafter: the Client)

and

2. NOVI TRADING NS DOO Zmajevo,
Maršala Tita bb, m.no. 08725152, PIB:
100715874, represented by Marko Hristić,
director (hereinafter: Contractor)

PREDMET UGOVORA

SUBJECT OF THE AGREEMENT

Član 1.

Predmet ugovora je izvođenje radova na
pripremi i uređenju zemljišta koje se daje na
privremeno korišćenje Naručiocu zbog
radova na izgradnji pruge
Beograd-Budimpešta, parcele broj 617/1,
618/1, 619/1, 619/3, 619/4, 620, 621, 622,
623, 624, 625, 626 sve k.o. Zmajevo,
ukupne površine oko 45.000 m², i to:

- kopanje i odvoz gornjeg sloja humusa
- nasipanje, ravnanje i nabijanje
(valjanje) površine zemljišta.

Article 1.

The subject of the contract is the performance
of works on the preparation and arrangement
of land that is given to the Client for
temporary use due to works on the
construction of the Belgrade-Budapest
railway, plots number 617/1, 618/1, 619/1,
619/3, 619/4, 620, 621, 622, 623, 624, 625,
626 all in Zmajevo, with a total area of
about 45.000 m², namely:

- digging and removal of the top layer of
humus
- filling, leveling and tamping (rolling) of the
land surface.

VREDNOST RADOVA

Član 2.

Ukupna vrednost ugovorenih radova iz člana 1. ovog ugovora je 48.000 eur bez PDV-a.

NAČIN PLAĆANJA

Član 3.

Ugovorne strane su saglasne da se plaćanje po ovom ugovoru izvrši na sledeći način:

Izvođač će fakture ispostaviti u skladu sa propisima o PDV-u.

Ugovorna cena se navodi u evrima, a plaćanje se vrši u dinarskoj protivvrednosti, po srednjem kursu Narodne banke Srbije. Kurs se zasniva na datumu fakture.

- Platiti 50% od vrednosti radova, odnosno 24.000 eura, kada je izvođač na pola izvođenja radova.

- Platiti 50% od vrednosti radova, odnosno 24.000 eura, preračunato u dinare po srednjem kursu NBS, posle završetka radova.

Proporcija završetka projekta mora biti potpisana od strane inženjera klijenta.

Naručilac vrši plaćanje u roku od 15 radnih dana od prijema fakture Izvođača.

ROK ZA IZVOĐENJE RADOVA

Član 4.

Izvođač se obavezuje da radove koji su predmet ovog ugovora izvede u roku od 15.08.2022.g., kao dana početka izvođenja radova, do 01.10.2022.g., kao dana završetka radova.

Utvrđeni rok se ne može menjati bez saglasnosti Naručioca.

Član 5.

VALUE OF WORKS

Article 2.

The total value of the contracted works from Article 1 of this contract is EUR 48.000 without VAT.

PAYMENT TERMS

Article 3.

The contracting parties agree that payment under this contract shall be made as follows:

The contractor will issue invoices in accordance with VAT regulations.

The contract Price shall be quoted in EUR and Payment shall be executed in RSD counter value, by applying middle exchange rate of the National bank of Serbia, The exchange rate is based on the invoice date.

- Pay 50% of the value of the works, i.e. EUR 24.000, When the contractor is half done.

- Pay 50% of the value of the works, i.e. EUR 24.000, after the completion of the works.

The proportion of project completion needs to be signed by The Client engineer.

The Client completes the payment within 15 working days of receipt of the Contractor's invoice.

DEADLINE FOR WORK PERFORMANCE

Article 4.

The contractor undertakes to perform the works that are the subject of this contract within 15.08.2022, as the date of commencement of the works, until 01.10.2022, as the date of completion of the works.

The established deadline can not be changed without the consent of the Client.

Article 5.

Rok za izvođenje radova se produžava na zahtev Izvođača u slučaju elementarnih nepogoda i dejstva više sile.

OBAVEZE UGOVORNIH STRANA

Član 6.

Izvođač se obavezuje da:

- radove koji su predmet ovog ugovora izvede u skladu sa važećim propisima,
- obezbedi radnu snagu, materijal, građevinsku i drugu opremu za izvršenje radova.

Član 7.

Naručilac se obavezuje da:

- plati Izvođaču ugovorenu cenu pod uslovima i na način određen članovima 2. i 3. ovog ugovora.

ZAVRŠNE ODREDBE

Član 8.

Za sve što ovim ugovorom nije posebno utvrđeno primenjuju se odredbe Zakona o obligacionim odnosima.

Sve eventualne sporove ugovorne strane će rešavati sporazumno.

Ukoliko do sporazuma ne dođe, ugovara se nadležnost Privrednog suda u Novom Sadu.

Član 9.

Ovaj ugovor je sačinjen na engleskom i srpskom jeziku u 4 jednaka primerka, po 2 primerka za svaku ugovornu stranu.

NARUČILAC

IZVOĐAČ




The deadline for the execution of works is extended at the Contractor's request in case of natural disasters and force majeure.

OBLIGATIONS OF THE CONTRACTING PARTIES

Article 6.

The contractor undertakes to:

- perform the works that are the subject of this contract in accordance with the applicable regulations,
- provide man power, material, construction and other equipment for the execution of works.

Article 7.

The customer undertakes to:

- pay the Contractor the agreed price under the conditions and in the manner specified in Articles 2 and 3 of this contract.

FINAL REGULATIONS

Article 8.

The provisions of the Law on Obligations apply to everything that is not specifically determined by this contract.

All possible disputes will be resolved by agreement between the contracting parties.

If no agreement is reached, the jurisdiction of the Commercial Court in Novi Sad is contracted.

Article 9.

This contract is drawn up in English and Serbian in 4 equal copies, 2 copies for each contracting party.

CLIENT

CONTRACTOR


